

International Brotherhood of Teamsters, Local 1150, AFL-CIO (Sikorsky Aircraft) and Don A. Dalonzo. Case 34-CB-1927

July 9, 1997

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS FOX
AND HIGGINS

On November 22, 1996, Administrative Law Judge Steven Davis issued the attached decision. The Respondent filed exceptions and a supporting brief. The Charging Party filed an answering brief, cross-exceptions, and a supporting brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions² and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, International Brotherhood of Teamsters, Local 1150, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in the Order.

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

² Charging Party Dalonzo has filed eight cross-exceptions, most of which pertain to statements by the judge to the effect that Dalonzo was habitually late in paying his agency fee. The cross-exceptions do not claim that there are additional violations of the Act. Nor would our granting any of them result in additional relief for the Charging Party. Accordingly, we find it unnecessary to rule on the cross-exceptions.

Charles Pernal, Jr., Esq., for the General Counsel.
Robert Cheverie, Esq. (Robert Cheverie & Associates), of East Hartford, Connecticut, for the Respondent.
John Scully, Esq., National Right to Work Legal Defense Foundation, of Springfield, Virginia, for the Charging Party.

DECISION

STATEMENT OF THE CASE

STEVEN DAVIS, Administrative Law Judge. Based on a charge filed by Don A. Dalonzo, an individual (Dalonzo), on September 1, 1995, a complaint was issued against International Brotherhood of Teamsters, Local 1150, AFL-CIO (Respondent or the Union) on April 29, 1996.

The complaint alleges and Respondent admits that Respondent requested and caused the discharge, Dalonzo, an agency fee payer. The complaint further alleges, and Respondent denies, that Respondent engaged in this conduct without satisfying its fiduciary obligations to inform Dalonzo of his agency fee delinquency, and provide him with an opportunity to pay that delinquency.

A hearing was held before me on August 26, 1996, in Hartford, Connecticut. On the evidence presented in this proceeding, and my observation of the demeanor of the witnesses and after consideration of the briefs filed by the General Counsel and the Charging Party, I make the following

FINDINGS OF FACT

I. JURISDICTION

Sikorsky Aircraft, Division of United Technologies Corporation (Sikorsky or the Employer), a Delaware corporation, having an office and place of business in Stratford, Connecticut, has been engaged in the manufacture and nonretail sale of aircraft engines and related products. During the past year, in the course of its operations, Sikorsky sold and shipped goods valued in excess of \$50,000 directly to points outside Connecticut. Respondent admits and I find that Sikorsky is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Respondent also admits, and I find that it is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. Background

In 1962, Respondent was certified as the exclusive collective-bargaining representative in a unit consisting essentially of the Employer's production and maintenance employees. Thereafter, they have been parties to collective-bargaining agreements, including the current agreement which became effective on February 15, 1993.

The first collective-bargaining agreements did not contain either union-security or agency fee clauses. Beginning with the February 1993 agreement, a clause was included in the contract requiring the payment of either union dues for union members or agency fees, for those who are not union members. Both payments are required as a condition of continued employment.

On March 5, 1993, Respondent notified those employees who were not union members of their obligation to pay agency fees as required by the contract. They were sent union dues-checkoff cards and agency fee checkoff cards. The March 5 letter advised that those employees who did not utilize the checkoff system were required to pay their monthly dues or fees "in person at the union office . . . on or before the 15th of each month."

As stated, the letter is correct in notifying employees of their obligation to pay the amounts owed by the 15th of the month. Section 5.3 of the collective-bargaining agreement, however, provided for a grace period of an additional 15 days:

An employee who fails to comply with the requirements of Sections 5.1 and 5.2 of this Article [the payment of dues or agency fees] shall be notified by the

Union in writing, via certified mail, return receipt requested, and given fifteen (15) days to cure his/her delinquency or be terminated from employment with the Company. An employee who fails to cure his/her delinquency within the fifteen (15) day period set forth above, upon written request from the Union to the Company, shall be terminated from employment.

Apparently pursuant to that contractual provision, beginning in April 1993, Respondent adopted a policy of notifying employees who had not paid their agency fees by the 15th of the month by certified mail, that they had not made their payment that month, and that they had 15 additional days to pay their fees.

Dalonzo was continually late in the payment of his agency fees, and certified letters were sent to him from April 1993 through March 1994.¹ In each month, however, Dalonzo made his payment before the end of the 15-day grace period.

Union President Bruce Peters testified that the Union was of the opinion that Dalonzo, who was part of a "core" group of about 200 employees, who he considered "notorious game players," were purposely paying their agency fees late pursuant to a "concerted game plan coordinated and orchestrated" by the National Right to Work Committee in order to "create as much disruption" in the Union as possible.

Peters added that the cost to the Union of sending 150 to 200 certified letters per month from April 1993 to March 1994, was "substantial." In order to avoid that cost, in April 1994, the Union sent certified letters to the agency fee payers who traditionally paid their fees late. The letter, called a "Krupa letter" for the first employee to receive one, stated as follows:

As you are aware, Article V of the collective bargaining agreement requires you to pay your agency fee as a condition of continued employment at Sikorsky Aircraft. In addition, Section 5.3 of that Article provides that you will receive notice via certified mail in the event you fail to make your agency fee payment on time. A review of the Union's records discloses that you have received _____ certified notices pursuant to Section 5.3 during the past year.

The purpose of Section 5.3 was to insure that employees are made aware of their obligations prior to their being terminated. Based on the number of notices you have received, there can be no doubt that the Union has satisfied its obligations and made you aware of the agency fee requirement. It appears that you have embarked on a course of late payments in order to harass the Union.

The purpose of this correspondence is to advise you that this is the last certified letter you will receive to remind you of your delinquent status. If you do not make the required agency fee payments on time according to the schedule enclosed herewith, you will be terminated.

¹ In fact, since this procedure began, Dalonzo made a payment on time in only 1 month.

The letter enclosed a schedule of original and final due dates for the payment of agency fees, listing due dates from April 1994 through March 1995.

Dalonzo was sent the letter in April 1994, but it was returned to the Union as unclaimed. He paid his agency fees prior to the final due date, during that period.

Peters testified that a similar certified letter was sent 1-year later, in March or April 1995, enclosing a schedule of payment due dates from April 1995 through March 1996. No proof of mailing was offered at the hearing, but Peters stated that an identical letter was sent by regular mail to Dalonzo.

Thus, in March 1994, the Union ceased sending monthly certified letters to delinquent agency fee payers, advised them of their delinquency that month, and notified them that they had an additional 15 days to cure their arrears. Instead, the Union gave advance notice to "late payers" of their obligation with a 1-year schedule of dates on which their fees were due to be paid.

It is admitted by the Union that the Krupa letter system, beginning in April 1994, was the only notification that an employee received that the worker was delinquent in the payment of his agency fees. That system was an annual notification method.

Thus, in any month, beginning in April 1994, if an employee had not paid his fees by the 15th day of the month, the Union would not notify him that he was late, and at the end of the 15-day grace period, it would notify the Employer that he should be terminated.

Similarly, regarding events in 1995, assuming that Dalonzo received the 1995 certified letter, that would be the last certified letter he would have received concerning his obligation to pay his fees on a timely basis. If an employee was delinquent in the payment of his fees after that Krupa letter was sent, the Union sent no further certified or regular mail letters reminding him that he was delinquent in the payment of his dues, or that he must make his payment by a certain date. Nor did the Union make phone calls to agency fee payers telling them that they were delinquent in their payments.

Peters conceded that the Employer did not specifically agree to the Krupa letter procedure, but did not raise an issue with respect to it.

Peters also testified that the Krupa letters were posted on the bulletin board maintained at Dalonzo's workplace. Dalonzo denied seeing either letter.

B. The Payment of Agency Fees by Dalonzo

Dalonzo became employed by Sikorsky in 1982, and was a member of the Union until about 1992, paying dues by checkoff, believing that his dues were due at the "end of the month."

In February 1993, Dalonzo was not a member of the Union. He recalled receiving letters advising him that he had to pay an agency fee, and he also received certified letters notifying him that his fees were delinquent. He conceded that he did not claim all his certified mail.

In 1993, Dalonzo paid his fees in person at the union office. He believed that his fees were payable at the end of the month. He was prompted to pay his fees when he heard his coworkers complain that dues had been taken out of their pay, and also when he received the certified letters which were sent to him until March 1994.

Dalonzo denied receiving the two Krupa letters and schedules. As noted above, he did not see them on the bulletin board at the shop.

Beginning in about July 1994, Carol Nguy, Dalonzo's girlfriend, began making the payments in his behalf at the union office. He gave her cash or a check when he was reminded, by other employees' comments at work, that their dues had been deducted from their pay.

It must be noted that in April 1993, Dalonzo had submitted agency fee checkoff cards, but had changed the language on the cards, which was unacceptable to the Union. Peters testified that Sikorsky would not accept the changes, but no effort was made to contact the Employer to learn if that was the case. In addition, Peters stated that the changed language did not conform to the language of the card as set forth in the collective-bargaining agreement, but no precise language was contained there.²

C. The Termination of Dalonzo

Dalonzo testified that on about August 16, 1995, he gave Nguy money to pay his August agency fee. He then went on a 10-day vacation, assuming that his fee had been paid. In fact, Nguy had forgotten to make the payment.

On August 30, the Union requested that the Employer discharge Dalonzo. The next day, August 31, Dalonzo was called into the office of his manager and told that he was terminated for failure to pay his agency fee. He went home, unsuccessfully searched for the receipt, and was informed by Nguy that she thought that she had paid the fee, but apparently did not.

That day, Dalonzo phoned Peters who said that nothing could be done about his termination. The following day, September 1, he and Nguy visited the Union and met with Peters. Dalonzo told Peters that an "honest mistake" had been made by Nguy, and that he intended to pay the fee, but she had forgotten to make the payment. Dalonzo asked if he could make the payment then. The Union's secretary appeared and said that Nguy had made the payments for Dalonzo in the past. Peters refused to accept Dalonzo's offer to pay the fee at that time, and advised him to file a grievance, which he did.

At the time of the hearing, Dalonzo had not heard anything concerning the disposition of the grievance.

As set forth above, Dalonzo had not received any notification, either on August 15 or 30, or at any time in August, that his agency fee was delinquent.

III. ANALYSIS AND DISCUSSION

As set forth above, Respondent admits that Dalonzo is an agency fee payer, and that it requested and caused the Employer to discharge him. The only question is whether such conduct violated Section 8(b)(1)(A) and (2) of the Act.

The complaint alleges that a violation is established in that Respondent caused Dalonzo's discharge without satisfying its fiduciary obligations to inform him of his agency fee delin-

quency and provide him with an adequate opportunity to pay that delinquency. I agree.

The Board has long held that a union seeking an employee's discharge under a union-security clause "has a fiduciary duty to deal fairly with that employee." *Western Publishing Co.*, 263 NLRB 1110, 1111 (1982). The purpose of this requirement is that the penalty of discharge which is permitted to be imposed for a failure to pay dues, is so severe. "The extremity of the penalty against the employee for nonpayment of dues requires that it should not be sanctioned unless as a practical matter the Union has taken the necessary steps to make certain that a reasonable employee will not fail to meet his membership obligation through ignorance or inadvertence but will do so only as a matter of conscious choice." *Conductron Corp.*, 183 NLRB 419, 426 (1970).

In *California Saw & Knife Works*, 320 NLRB 224, 232 (1995), the Board reaffirmed its long-standing decision in *Philadelphia Sheraton Corp.*, 136 NLRB 888, 896 (1962), that a union cannot lawfully demand an employee's discharge for nonpayment of dues pursuant to a union-security clause without notifying him what his obligations are.

The union must give the employee reasonable notice of the delinquency, *California Saw*, supra. It also has an affirmative duty specifically to inform the individual of his obligations, *Teamsters Local 122 (August Busch & Co.)*, 203 NLRB 1041, 1042 (1973), and must give the worker a reasonable and adequate opportunity to meet his union dues requirement following appropriate notice of such requirements. *Electrical Workers IBEW Local 99 (Electrical Maintenance)*, 312 NLRB 613 (1993); *Carpenters Local 296 (Acrom Construction)*, 305 NLRB 822, 827 (1991); *Operating Engineers Local 542C (Ransome Lift)*, 303 NLRB 1001 fn. 1 (1991); and *Teamsters Local 572 (Ralphs Grocery Co.)*, 247 NLRB 934, 935 (1980).

Based on the above, I find and conclude that Respondent did not (a) specifically inform Dalonzo that he had not paid his August 1995 agency fee; (b) inform him of the amount due; and (c) give him an adequate opportunity to pay that delinquency.

In addition, the collective-bargaining agreement requires the Union to give the delinquent employee certified mail notice that he had 15 days to cure his delinquency or be terminated from employment. Such notice was not provided to Dalonzo.

Thus, when the August 1995 payment was not made, the first notice received by Dalonzo as to his delinquency was when he was terminated on August 31. Accordingly, Respondent did not give Dalonzo specific notice that his August 1995 payment was delinquent, and did not inform him of the amount due. Respondent further did not give Dalonzo an adequate opportunity to pay that delinquency. Thus, on learning that the payment was not made, Dalonzo immediately attempted to pay the amount owed, but Respondent refused to accept it.

Respondent's Arguments

Respondent admits that it did not specifically inform Dalonzo following his failure to pay the August agency fee. However, the Union argues that it was relieved from providing the contractually agreed notice to Dalonzo, and indeed was excused from providing any notice to him pursuant to the Krupa letter allegedly sent in April 1995.

²The changes Dalonzo made in the cards are indicated by the bracketed language: "I hereby assign to Sikorsky Teamsters Local 1150 of the International Brotherhood of Teamsters from my pay each month, whatever sum [I can be required to pay under *Beck v. CWA*] is established by the Union [by law] as the agency fee uniformly required as a condition of employment with the Company."

First, no proof has been offered that the letter was sent by certified mail to Dalonzo. Even assuming that the Krupa letter satisfies the requirements of the contract and Respondent's statutory obligation, there is no showing that it was either sent or received by Dalonzo. Peters gave general testimony about office procedures in mailing the Krupa letters, but if letters were sent, certified mail receipts would have been retained as proof of mailing and receipt. This is especially so in view of the Union's belief that the intended recipients of the letters sought to disrupt the Union's operations through concerted effort, and therefore, had the letter been sent, the Union would have been expected to make extra efforts to protect itself by securing proof of notice to the allegedly recalcitrant employees. *Coopers NIU (Blue Green)*, 299 NLRB 720, 723 (1990).

In addition, I cannot accept Peters' general testimony that the letter would have been sent by regular mail, in the absence of testimony by the individual who prepared and sent it. Dalonzo credibly testified that he did not receive the Union's April 1995 Krupa certified letter or a regular mail letter.

Even assuming that the letter was sent and received by Dalonzo, I find that it did not satisfy the Union's fiduciary duty toward him. Thus, it was a general letter containing a schedule of dates as to which the agency fees were owed, and their final due dates. I do not believe that such advance notice fulfills the Union's obligation toward Dalonzo to provide him with specific notice of his delinquency and the amount he owed.

The above cases involve instances of specific delinquencies for particular months, and require the unions involved to notify the employee specifically as to his delinquency for the month that he missed, and permit him an adequate opportunity to pay. Here, in contrast, Respondent did not notify Dalonzo at all of his delinquency in his August payment. Rather, Respondent relies on its Krupa letter, which I find was not sent, which notified him generally of his obligation to pay and the dates the payments were due. I find such purported notification to be insufficient.

Moreover, the premises on which the Krupa letter was devised and utilized, are improper. First, the Union's interest in saving money by sending one certified letter at the beginning of the year rather than a certified letter each month an employee is delinquent, cannot override its obligation to properly notify employees of their delinquency. Second, the Union sent the letter only to those who it designated as "game players" seeking to "disrupt" the Union's operations and "harass" it by purposely paying their agency fees late. Even if true, such motivation by the employees has no bearing on Respondent's obligation to satisfy its fiduciary duty toward them.

For the same reason, I reject Respondent's argument that by allegedly posting the 1995 Krupa letter on the bulletin board at Dalonzo's place of work, it satisfied its fiduciary obligation. First, Dalonzo denied seeing the notice on the board, which was admittedly "fairly full." Second, such general notice is not sufficient to satisfy its obligation to notify the employee directly. Such alleged bulletin board notice, even if made, did not satisfy the Union's fiduciary duty toward Dalonzo. *Boilermakers Local Lodge 732 (Triple A)*, 239 NLRB 504, 505 (1978).

Respondent further argues that Dalonzo willfully sought to evade his financial obligation to the Union, and therefore it properly demanded his discharge when he failed to pay the August 1995 agency fee.

When it is shown that the employee involved has willfully and deliberately sought to evade his union-security obligations, the Board will excuse a union's failure to fully comply with the notice requirements. [*Western Publishing Co.*, 263 NLRB 1110, 1113 (1982).]

Dalonzo "followed a pattern of sporadic dues payment, becoming delinquent and paying in a lump sum. . . . He did not evade his financial obligations to the Union. That he may not have read union mail does not alter the situation. Negligence and inattention to union concerns are not the equivalent of the willful attempt to evade lawful financial obligations at which the 'free rider' exception is aimed." *Helmsley-Spear, Inc.*, 275 NLRB 262, 263 (1985); and *Operating Engineers Local 542C (Ransome Lift)*, 303 NLRB 1001 fn. 2 (1991).

Thus, Dalonzo had a history of meeting his financial obligations to Respondent. He paid his union dues as a union member for about 10 years. He was not opposed to the payment of the agency fee, only the amount. He did not seek to avoid the payment of such fees. Dalonzo attempted to pay the agency fee by checkoff form, but his altered form was not accepted by Respondent. All his agency fee payments, with the exception of the final, August 1995 payment, were made prior to the final date on which they were due.

The missed August payment was Dalonzo's responsibility, but was due to inadvertence by Nguy. When he learned that it had not been made, he immediately attempted to remedy the error by offering to pay the fee, which offer was not accepted. Although Dalonzo was "remiss in not paying his dues in a timely manner, there is no evidence to indicate that he consciously and willfully sought to evade his financial obligation to the Union." *Carpenters Local 296 (Acrom Construction)*, 305 NLRB 822, 828 (1991). Indeed, on September 1, he told Union Official Peters that Nguy had made an "honest mistake" and that he had intended to pay the fee.

Accordingly, I find that Respondent's obligation to Dalonzo was not excused by his pattern of paying his agency fees late.

In sum, I find and conclude that Respondent, in violation of Section 8(b)(1)(A) and (2) of the Act, has failed to meet its fiduciary obligation to Dalonzo, specifically, as alleged in the complaint, by failing to inform him of his agency fee delinquency, and provide him with an opportunity to pay that delinquency.

CONCLUSIONS OF LAW

1. Respondent, International Brotherhood of Teamsters, Local 1150, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

2. The Employer, Sikorsky Aircraft, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. By requesting and causing the termination from employment of Don A. Dalonzo on about August 30, 1995, without informing him of his agency fee delinquency, and providing

him with an opportunity to pay that delinquency, Respondent violated Section 8(b)(1)(A) and (2) of the Act.

4. The above unfair labor practice has an affect on commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent violated Section 8(b)(1)(A) and (2) of the Act, it is recommended that Respondent be ordered to cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent unlawfully caused Sikorsky Aircraft to discharge Don A. Dalonzo, it is recommended that Respondent notify Sikorsky Aircraft, in writing, with a copy to Dalonzo, that it has no objection to the reinstatement of Dalonzo, and that it requests that Dalonzo be reinstated.

It is also recommended that Respondent make Dalonzo whole for any loss of wages and benefits he may have suffered as a result of the Respondent's action, less his net interim earnings, until Dalonzo has been reinstated by Sikorsky Aircraft to his former or a substantially equivalent job, or until he obtains equivalent employment elsewhere. *Electrical Workers IBEW Local 99 (Electrical Maintenance)*, 312 NLRB 613, 614 (1993). See also *F. W. Woolworth Co.*, 90 NLRB 289 (1950). The amount of backpay shall be computed with interest as provided for in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended³

ORDER

The Respondent, International Brotherhood of Teamsters, Local 1150, AFL-CIO, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Requesting and causing the termination from employment of Don A. Dalonzo, or any other agency fee payer, without informing them of their agency fee delinquency, and providing them with an opportunity to pay that delinquency.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Notify Sikorsky Aircraft, in writing, with a copy to Dalonzo, that it has no objection to the reinstatement of Don A. Dalonzo, and that it requests that Dalonzo be reinstated.

(b) Make Don A. Dalonzo whole for any loss of earnings and other benefits suffered as a result of the discrimination against him in the manner set forth in the remedy section of the decision.

(c) Within 14 days from the date of this Order, remove from its files, and ask the Employer to remove from the Employer's files, any reference to the unlawful discharge, and within 3 days thereafter notify Don A. Dalonzo in writing

that it has done so and that it will not use the discharge against him in any way.

(d) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post at its union office in Stratford, Connecticut, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 34, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately on receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members and agency fee payers are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since September 1, 1995.

(f) Sign and return to the Regional Director sufficient copies of the notice for posting by Sikorsky Aircraft, if willing, at all places where notices to employees are customarily posted.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

⁴If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO MEMBERS POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT request or cause the termination from employment of Don A. Dalonzo, or any other agency fee payer, without informing them of their agency fee delinquency, and providing them with an opportunity to pay that delinquency.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL NOT notify Sikorsky Aircraft, in writing, with a copy to Dalonzo, that we have no objection to the reinstatement of Don A. Dalonzo, and that we request that Dalonzo be reinstated.

³If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

DECISIONS OF THE NATIONAL LABOR RELATIONS BOARD

WE WILL make Don A. Dalonzo whole for any loss of earnings and other benefits suffered as a result of the discrimination against him.

WE WILL, within 14 days from the date of the Board's Order, remove from our files and ask the Employer to remove from the Employer's files, any reference to the unlawful discharge of Don A. Dalonzo, and WE WILL, within 3

days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

INTERNATIONAL BROTHERHOOD OF TEAM-
STERS, LOCAL 1150, AFL-CIO